~~(d) A further option to renew and extend this lease for a further term of _____ years next succeeding the expiration of the third renewal period above mentioned, at a rent during such fourth renewal term of _____.~~

it being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms, conditions, options and provisions of this lease shall remain in full force and effect; it being further agreed that in the event LESSEE shall elect to exercise any of said options of renewal it shall do so by written notice to LESSOR not less than ~~thirty~~ ninety days prior to the expiration of the then current term, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

5. (a) LESSOR, in consideration of this lease, hereby grants to LESSEE the option to purchase the demised premises, together with all buildings, improvements and equipment of LESSOR thereon (including any and all buildings and improvements hereafter to be erected by LESSOR upon the demised premises under the provisions of this lease) at any time during the original term of this lease, for the sum of "No purchase option is given except that contained in Clause (b)" Dollars ($), and at any time during any renewal term or extension of this lease for the sum of Dollars ($), in fee simple. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority, or through the exercise of the right of eminent domain, and any award to or settlement is made with LESSOR therefor, then the purchase price under this purchase option shall be reduced by a sum equivalent to the amount of such award or settlement.

(b) If LESSOR, at any time after the execution of this lease and prior to the expiration of the original term and any renewal or extension thereof, receives a bona fide offer or proposal to purchase the demised premises, which offer or proposal LESSOR desires to accept, or should LESSOR during any such time make any offer or proposal to sell the demised premises, LESSOR agrees to give LESSEE Forty-five (45) days' notice in writing of any such offer or proposal, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and the terms of payment thereof. LESSEE shall have the first option to purchase the demised premises within such Forty-five (45) day period at the same price and on the same terms of any such offer or proposal. In the event LESSEE does not exercise its option to purchase the demised premises within the said period and regardless of whether or not the premises are sold pursuant to the bona fide offer or proposal set forth in the notice, it is understood and agreed that LESSEE shall have, upon the same conditions of notice, the continuing first option to purchase the premises upon the terms of any subsequent bona fide offer or proposal for the sale of said premises. Should LESSOR, in the absence of the exercise by LESSEE of its option to purchase hereunder, consummate a sale pursuant to any such bona fide offer or proposal, such sale shall not, however, in any manner affect the right, title, interest and estate of LESSEE under this lease or any options therein contained but such sale and conveyance of said property shall in all respects be subject to the estate, term of years, renewal and purchase options of the LESSEE under this lease; it being further agreed that the right of first refusal with respect to any purchase of the demised premises so granted to LESSEE under the terms of this paragraph shall be binding upon all succeeding vendees or successors in title, during the term of this lease and any renewal thereof.

In the event LESSEE shall exercise its purchase option under ~~either (a) or~~ (b) above, it shall do so by written notice to LESSOR; and in the event LESSEE shall exercise ~~either of~~ said purchase options, LESSOR covenants and agrees, upon payment of the purchase price, to convey the said property to LESSEE, its successors and assigns, by a recordable instrument having good and marketable title in fee simple, with covenants of warranty and further assurances, as LESSEE shall require, free of all claims, liens, easements, restrictions and encumbrances; settlement of the purchase price, and conveyance of the property to LESSEE, shall be made within sixty (60) days from the date of the sending of such notice exercising said option; but actual tender of the purchase price by the purchaser or tender of deed by the seller shall not be necessary, and neither party shall be deemed to be in default until after written demand for performance shall have been made by the other party; it being further agreed that LESSEE may reject the title to said property in the event said title shall be such as will not be guaranteed by a reputable title guarantee company at such company's regular rates; taxes, water rent and other current expenses, and rent hereunder, to be adjusted as of date of settlement.

The purchase options granted herein shall cease and expire at the expiration of twenty-one years from and after the death of the last-dying of the individual or individuals signing this lease as parties-lessor therein; or in the event the LESSOR or one of the parties-lessor is a corporation at the expiration of twenty-one years from and after the death of the last survivor of the individuals signing and attesting this lease as officers of both the LESSOR and LESSEE corporations.

6. LESSOR shall, at his own cost and expense, erect upon the demised premises for the use of LESSEE a gasoline service station, said improvements to be completed in accordance with plans and specifications numbered ...57E6-2R-3..... and approved by LESSOR and LESSEE, as evidenced by their signatures thereon, which said plans and specifications are hereby made a part hereof by reference. All licenses and permits which may be required for the purpose of erecting and maintaining said gasoline service station improvements shall be secured from the proper authorities by the LESSOR, and LESSOR shall, upon the signing hereof, promptly make application for, and diligently proceed with such action as may be required to secure, such licenses and permits. Upon securing said licenses and permits, LESSOR shall promptly begin the construction of said service station improvements and shall complete the same and deliver possession thereof to LESSEE ready for operation within six months from the date of this lease. LESSOR covenants, in connection with the erection of said improvements, to save LESSEE harmless from all claims, judgments and liens resulting therefrom; and also covenants that should any liens or judgments be filed against the demised premises and remain unpaid, LESSEE may, at its option, pay the same and deduct such payment from the rent hereunder. It is further agreed that in the event said service station improvements shall not be completed by LESSOR and possession thereof delivered to LESSEE within six months from the date of this lease, then LESSEE shall have the right, at its option, to declare this lease null and void, or upon such default on the part of LESSOR in the erection of said improvements, LESSEE may, at its option, after securing the required licenses and permits therefor, proceed to erect said gasoline service station improvements upon the demised premises for the account of LESSOR (LESSEE being hereby authorized to raze and remove, without liability therefor, any and all existing buildings or improvements upon the demised premises), in which event LESSEE shall have the right to retain all rent to accrue and become payable under this lease and to apply the same to the repayment of the cost of such gasoline service station improvements together with interest to LESSEE at the rate of six per cent (6%) per annum calculated on all unpaid monthly balances of the total amount so advanced by LESSEE for the construction of said improvements, until the cost of such improvements, together with interest thereon as aforesaid, shall have been fully repaid to LESSEE; and in the event LESSEE shall erect said improvements under the provisions hereof, LESSOR does hereby irrevocably assign and transfer unto LESSEE all monthly rentals to accrue and become payable under this lease until such time as LESSEE shall be fully repaid all amounts so advanced by LESSEE for or on account of the construction of said service station improvements together with interests thereon as hereinbefore provided.

LESSEE covenants, in the event the required licenses and permits are secured, to furnish and install upon the demised premises, at its own cost and expense, such equipment and facilities as LESSEE deems necessary for use in the operation of its service station, all of which equipment, together with any additional buildings, improvements or equipment which LESSEE may hereafter erect or install upon the demised premises (consent to erect or install additional buildings, improvements or equipment being hereby given by LESSOR), shall at all times remain the personal property of LESSEE; and LESSEE shall have the right at any time within thirty (30) days after the termination of this lease, or any renewal or extension thereof, to enter upon said premises and remove therefrom all such buildings, improvements and equipment so belonging to LESSEE without any liability on LESSEE'S part for rent or as a holdover during such thirty-day period.

7. In the event the licenses and permits for erecting, maintaining or conducting a gasoline service station upon the demised premises shall at any time be revoked by City, County, State or other duly constituted authority, for reasons other than default or neglect on the part of LESSEE, or if for any other reason, not occasioned by any default or neglect on the part of LESSEE, LESSEE shall be lawfully prevented from occupying or using the demised premises as a gasoline service station, then LESSEE shall have the right, at its option, to terminate this lease by written notice to LESSOR.

8. LESSOR covenants that it is well seized of the demised premises, has a good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold LESSEE harmless from any loss by reason of any defect in the title. LESSOR covenants to pay all taxes and assessments of every nature upon the demised premises, including the land and all improvements of LESSOR thereon, and agrees to notify LESSEE immediately upon any default in the payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and LESSEE shall have the right to make such defaulted payments for the account of LESSOR. Any sums so advanced by LESSEE, including costs and attorney's fees incurred by LESSEE in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or LESSEE may require LESSOR to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein expire before such sums with interest have been fully repaid to LESSEE, LESSEE may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

9. LESSOR covenants that LESSEE, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid and any renewal periods, and may sublease or demise to any subtenant the whole or any part of the premises leased hereunder either during the original term hereof or during any of the renewal terms or both.

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